



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, N.E., Washington, DC 20530

COPS

**Community Policing Development
Treasury Account Symbol (TAS) 15X0406**

Award #: 2014CKWX0007

ORI #: ILCPD00

Applicant Organization's Legal Name: Chicago, City of

OJP Vendor #: 366005820

DUNS #: 105233493

Law Enforcement Executive: Superintendent Garry F. McCarthy

Government Executive: Mayor Rahm Emanuel

Award Start Date: 09/01/2014

Award End Date: 08/31/2016

Award Amount: \$99,663.00



Ronald L. Davis
Director

10/14/2014

Date

If applicable, any Cooperative Agreement between the Awardee and the COPS Office is incorporated by reference into this Award Document and shall become part of this Award Document. By signing this Award Document, the Awardee agrees to abide by all FY2014 Community Policing Development Award Terms and Conditions; if applicable, all requirements in the Cooperative Agreement; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Garry McCarthy

11/25/2014

Signature of the Program Official with the Authority to
Accept this Grant Award

Date

Rahm Emanuel

12/01/2014

Signature of the Financial Official with the Authority to
Accept this Grant Award

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING



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By signing the Award Document to accept this Community Policing Development (CPD) award, your agency agrees to abide by the following award terms and conditions:

1. **Award Owner's Manual:** The awardee agrees to comply with the terms and conditions in the 2014 COPS Community Policing Development Program Award Owner's Manual; COPS statute (42 U.S.C. 3796dd et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); representations made in the Community Policing Development Program grant application; the Cooperative Agreement; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. **Assurances and Certifications:** The awardee acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its Community Policing Development Program application.

3. **Allowable Costs:** The funding under this project is for the payment of approved costs for Community Policing Development purposes. The allowable costs for which your agency's award has been approved are limited to those listed on the Financial Clearance Memorandum, which is included in your agency's award package. The Financial Clearance Memorandum specifies the costs that your agency is allowed to fund with your Community Policing Development award. It also describes any costs which have been disallowed after review of your proposed budget. **Your agency may not use Community Policing Development award funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.**

4. **Travel Costs:** Travel costs for transportation, lodging and subsistence, and related items are allowable under the Community Policing Development Program with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. Part 225 (OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments), 2 C.F.R. Part 220 (OMB Circular A-21, Cost Principles for Educational Institutions), 2 C.F.R. Part 230 (OMB Circular A-122, Cost Principles for Non-Profit Organizations), and 48 C.F.R. Part 31.000 et seq. (FAR-31.2, Cost Principles for Commercial Organizations), as applicable.

5. **Supplementing, Not Supplanting:** State, local, and tribal government awardees must use Community Policing Development funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government awardees may not use COPS funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS-funded item(s) in the absence of the COPS award.

6. **Extensions:** Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Only those awardees that can provide a reasonable justification for delays will be granted no-cost extensions. **Extension requests must be received prior to the end date of the award.**

7. **Modifications:** Award modifications under the Community Policing Development Program are evaluated on a case-by-case basis. All modification requests involving the reallocation of funding between budget categories in excess of ten percent (10%) of the total award amount must be approved, in writing, by the COPS Office prior to purchase or implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

8. **Evaluations:** The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Community Policing Development Program. The awardee agrees to cooperate with the monitors and evaluators.

9. **Reports:** To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting periodic programmatic progress reports and quarterly financial reports.

10. **Grant Monitoring Activities:** Federal law requires that awardees receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS

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Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Community Policing Development awardee, you agree to cooperate with and respond to any requests for information pertaining to your grant.

11. Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. Criminal Intelligence Systems: Awardees using Community Policing Development funds to operate an interjurisdictional criminal intelligence system must comply with operating principles of 28 C.F.R. Part 23. The awardee acknowledges that it has completed, signed and submitted with its grant application the Reviews and Certifications form certifying that it will comply with 28 C.F.R. Part 23.

13. Sole Source Justification: Awardees who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$100,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down grant funds for that item.

14. Employment Eligibility: The awardee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

15. State Information Technology Point of Contact: The awardee agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any information technology project funded by this Community Policing Development award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the awardee agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

16. False Statements: False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.

17. Public Release Information: The awardee agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement: “This project was supported by Cooperative Agreement Number 2014-XX-XXX-XXX awarded by the Office of Community Oriented Policing Services, U.S. Department of Justice. The opinions contained herein are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific agencies, companies, products, or services should not be considered an endorsement by the author(s) or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.”

18. News Media: The awardee agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office External Affairs Division as the principal point of contact for the news media for issues relevant to the COPS Office and/or parameters of the award. The awardee agrees to refer all media inquiries on these topics directly to the COPS Office External Affairs Division at 202.514.9079.

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19. Paperwork Reduction Act (PWRA): The awardee agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PWRA) of 1995.

20. Human Subjects Research: The awardee agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 CFR Part 46, prior to the expenditure of Federal funds to perform such activity(ies), if applicable. The awardee also agrees to comply with 28 CFR Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

21. Copyright: If applicable, U.S. Department of Justice regulations permit an awardee to copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The awardee agrees that the COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes: (1) the copyright in any work developed under the Community Policing Development award, subaward, or contract; and (2) any rights of copyright to which an awardee, subawardee, or a contractor purchases ownership with support from Community Policing Development funds. The awardee also agrees that it is responsible for acquiring the rights, and ensuring that its subawardees/contractors/authors acquire the rights, to copyrighted material for inclusion in U.S. Department of Justice publications and other products and deliverables that are developed under the award, including the payment of required fees. The COPS Office may make available for reproduction material produced under this Cooperative Agreement by any means, including a DOJ website, a hard copy(ies), or in electronic forms(s), without restriction. The awardee further agrees that the COPS Office reserves the right, at its discretion, to not publish deliverables and other materials developed under this Cooperative Agreement as a U.S. Department of Justice resource.

When appropriate, U.S. Department of Justice publications and other products and deliverables developed under the Community Policing Development award should contain the following copyright notice: "Copyright © [year work was published] [name of copyright owner]. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, this publication for Federal Government purposes. This publication may be freely distributed and used for noncommercial and educational purposes only."

22. Additional High-Risk Grantee Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk awardee (28 C.F.R. Parts 66 and 70).

23. System for Award Management and Universal Identifier Requirements: The Office of Management and Budget requires Federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

A. Requirement for System for Award Management (SAM)

Unless you are exempted from this requirement under 2 C.F.R. 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

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C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM)* means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866.705.5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
 - a. A governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the federal funds provided by the subaward.

24. Reporting Subawards and Executive Compensation: The Office of Management and Budget requires Federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

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- i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
- i. As part of your registration profile at <http://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient

e. *Definitions.*

For purposes of this award term:

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1. *Entity* means all of the following, as defined in 2 C.F.R. part 25:
 - i. A governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient’s or subrecipient’s preceding fiscal year and includes the following (for more information see 17 C.F.R. 229.402(c)(2)):
 - i. *Salary and bonus*.
 - ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation which is not tax-qualified*.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

25. Federal Civil Rights Laws: As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the ground of race, color, religion, national origin (which includes providing limited English proficient persons meaningful access to your programs), sex, disability or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. part 42 (subparts C, D, E, G, and I). You also agree to comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing

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regulations at 28 C.F.R Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.

26. **Debarment and Suspension:** The recipient agrees not to award Federal funds under this program to any party which is debarred or suspended from participation in Federal assistance programs.

27. **Duplicative Funding:** The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

28. **Whistleblower Protection:** The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he/she reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. 4712. Please see Appendix G in the Grant/Award Owner's Manual for a full text of the statute.